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**From:** BISHOP, Ray <ray.bishop@airbus.com>  
**Sent:** Tuesday, May 5, 2020 11:41 AM  
**To:** Lambert, Paul M.  
**Cc:** Sashikumar Bindu, Sharath;CAMP, Alex;Thwaytes, Spencer;SAKS, Matthew M  
**Subject:** RE: Airbus signatures  
**Attachments:** FFT\_AMD9 (Rescheduling)\_EXECUTION with Counter Signatures.pdf

Hi Paul, Spencer and Sharath,

Attached is a compiled version of Amendment No. 9 with the Frontier and Airbus signature appended. The Airbus signature will be considered to be automatically released upon receipt by Airbus of the fully executed "Guarantor's Confirmation", a document relating to the Frontier's PDP Facility.

Thank you all for your efforts to bring this agreement to a conclusion, especially the long hours put in over the weekend.

Thanks,  
Ray

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**From:** Lambert, Paul M. [mailto:LambertP@LanePowell.com]  
**Sent:** Tuesday, May 5, 2020 1:17 PM  
**To:** BISHOP, Ray <ray.bishop@airbus.com>  
**Cc:** Sashikumar Bindu, Sharath <Sharath.Sashikumar@flyfrontier.com>; CAMP, Alex <alex.camp@airbus.com>; Thwaytes, Spencer <Spencer.Thwaytes@flyfrontier.com>; SAKS, Matthew M <matthew.saks@airbus.com>  
**Subject:** RE: Airbus signatures  
**Importance:** High

Hi Ray,

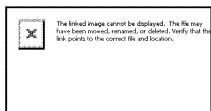
You are authorized to attach Frontier's attached signature to the attached execution version of Amendment No. 9 you just sent me and release Frontier's signature upon your simultaneous release of Airbus' signature to the Amendment.

Please provide me with a fully executed copy of Amendment No. 9 for our files.

Thanks again for all your hard work on this one.

Best regards,

Paul



**PAUL M. LAMBERT**  
**Shareholder** Bio | vCard  
lambertp@lanepowell.com  
D 206.223.7724 C 425.213.6748  
**LANEPOWELL.COM**

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**From:** BISHOP, Ray <[ray.bishop@airbus.com](mailto:ray.bishop@airbus.com)>  
**Sent:** Tuesday, May 5, 2020 10:02 AM  
**To:** Thwaytes, Spencer <[Spencer.Thwaytes@flyfrontier.com](mailto:Spencer.Thwaytes@flyfrontier.com)>; SAKS, Matthew M <[matthew.saks@airbus.com](mailto:matthew.saks@airbus.com)>  
**Cc:** Lambert, Paul M. <[LambertP@LanePowell.com](mailto:LambertP@LanePowell.com)>; Sashikumar Bindu, Sharath <[Sharath.Sashikumar@flyfrontier.com](mailto:Sharath.Sashikumar@flyfrontier.com)>; CAMP, Alex <[alex.camp@airbus.com](mailto:alex.camp@airbus.com)>  
**Subject:** RE: Airbus signatures

**CAUTION:**

This is an external email. Do **NOT** click links or open attachments unless you are certain the content is safe.

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Paul,  
Please find attached the Execution Version of Amendment No. 9 together with a comparison to the markup you provided yesterday. All comments accepted by Airbus.

Please provide Frontier's signature via reply to be appended. Once received, together with all necessary PDP Financing document signatures, I will append the Airbus S.A.S. signature (which I have in hand) and provide a compiled document for your files.

Thanks,  
Ray

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**From:** BISHOP, Ray  
**Sent:** Tuesday, May 5, 2020 11:52 AM  
**To:** 'Thwaytes, Spencer' <[Spencer.Thwaytes@flyfrontier.com](mailto:Spencer.Thwaytes@flyfrontier.com)>; SAKS, Matthew M <[matthew.saks@airbus.com](mailto:matthew.saks@airbus.com)>  
**Cc:** 'Lambert, Paul M.' <[LambertP@LanePowell.com](mailto:LambertP@LanePowell.com)>; Sashikumar Bindu, Sharath <[Sharath.Sashikumar@flyfrontier.com](mailto:Sharath.Sashikumar@flyfrontier.com)>  
**Subject:** RE: Airbus signatures

Paul, Sharath,

Further to our discussion, attached is a blank execution signature page for Amendment No. 9.

We are trying to secure the Airbus S.A.S. signature (based on a document including comments received yesterday) and will then provide an execution version of Amendment No. 9.

Thanks,  
Ray

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**From:** Thwaytes, Spencer [<mailto:Spencer.Thwaytes@flyfrontier.com>]  
**Sent:** Tuesday, May 5, 2020 11:17 AM  
**To:** BISHOP, Ray <[ray.bishop@airbus.com](mailto:ray.bishop@airbus.com)>; SAKS, Matthew M <[matthew.saks@airbus.com](mailto:matthew.saks@airbus.com)>  
**Cc:** 'Lambert, Paul M.' <[LambertP@LanePowell.com](mailto:LambertP@LanePowell.com)>; Sashikumar Bindu, Sharath <[Sharath.Sashikumar@flyfrontier.com](mailto:Sharath.Sashikumar@flyfrontier.com)>  
**Subject:** RE: Airbus signatures

Dropping David Sigel and including Paul Lambert.

Ray and Paul – Can you guys get together and figure out what still needs to be reviewed, etc in order to progress the documents?

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**From:** BISHOP, Ray <[ray.bishop@airbus.com](mailto:ray.bishop@airbus.com)>  
**Sent:** Tuesday, May 5, 2020 11:07 AM  
**To:** Thwaytes, Spencer <[Spencer.Thwaytes@flyfrontier.com](mailto:Spencer.Thwaytes@flyfrontier.com)>; SAKS, Matthew M <[matthew.saks@airbus.com](mailto:matthew.saks@airbus.com)>  
**Cc:** 'David.Siegel@lw.com' <[David.Siegel@lw.com](mailto:David.Siegel@lw.com)>; Sashikumar Bindu, Sharath <[Sharath.Sashikumar@flyfrontier.com](mailto:Sharath.Sashikumar@flyfrontier.com)>  
**Subject:** RE: Airbus signatures

Thanks Spencer,

That is email I was referring too where Paul indicated “it’s subject to any further comments of Frontier”.

Just wanting to ensure there are no additional comments from Frontier, other than provided by Paul.

Thanks,  
Ray

---

**From:** Thwaytes, Spencer [<mailto:Spencer.Thwaytes@flyfrontier.com>]  
**Sent:** Tuesday, May 5, 2020 10:50 AM  
**To:** BISHOP, Ray <[ray.bishop@airbus.com](mailto:ray.bishop@airbus.com)>; SAKS, Matthew M <[matthew.saks@airbus.com](mailto:matthew.saks@airbus.com)>  
**Cc:** 'David.Siegel@lw.com' <[David.Siegel@lw.com](mailto:David.Siegel@lw.com)>; Sashikumar Bindu, Sharath <[Sharath.Sashikumar@flyfrontier.com](mailto:Sharath.Sashikumar@flyfrontier.com)>  
**Subject:** RE: Airbus signatures

Ray,

See attached email Paul sent to you yesterday with redline of the proposed amendment.

Spencer

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**From:** BISHOP, Ray <[ray.bishop@airbus.com](mailto:ray.bishop@airbus.com)>  
**Sent:** Tuesday, May 5, 2020 8:59 AM  
**To:** Thwaytes, Spencer <[Spencer.Thwaytes@flyfrontier.com](mailto:Spencer.Thwaytes@flyfrontier.com)>; SAKS, Matthew M <[matthew.saks@airbus.com](mailto:matthew.saks@airbus.com)>  
**Cc:** David.Siegel@lw.com; Sashikumar Bindu, Sharath <[Sharath.Sashikumar@flyfrontier.com](mailto:Sharath.Sashikumar@flyfrontier.com)>  
**Subject:** RE: Airbus signatures

Spencer,  
We are pursuing Airbus S.A.S signatures and expect to receive them today.

Paul's email indicated that Frontier was still reviewing the Amendment. Is Frontier ready for the Execution version of that document to be prepared?

Thanks,  
Ray

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**From:** Thwaytes, Spencer [<mailto:Spencer.Thwaytes@flyfrontier.com>]  
**Sent:** Monday, May 4, 2020 11:22 PM  
**To:** SAKS, Matthew M <[matthew.saks@airbus.com](mailto:matthew.saks@airbus.com)>; BISHOP, Ray <[ray.bishop@airbus.com](mailto:ray.bishop@airbus.com)>  
**Cc:** [David.Siegel@lw.com](mailto:David.Siegel@lw.com); Sashikumar Bindu, Sharath <[Sharath.Sashikumar@flyfrontier.com](mailto:Sharath.Sashikumar@flyfrontier.com)>  
**Subject:** Airbus signatures

Matt and Ray,

What is the timing for Airbus to provide signatures?

Spencer

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If you are not the intended recipient, please notify Airbus immediately and delete this e-mail.

Airbus cannot accept any responsibility for the accuracy or completeness of this e-mail as it has been sent over public networks. If you have any concerns over the content of this message or its Accuracy or Integrity, please contact Airbus immediately.

All outgoing e-mails from Airbus are checked using regularly updated virus scanning software but you should take whatever measures you deem to be appropriate to ensure that this message and any attachments are virus free.

AMENDMENT NO. 9

to

A320 Family Aircraft Purchase Agreement

dated as of September 30, 2011

between

Airbus S.A.S.

and

Frontier Airlines, Inc.

CT0905340 \_EXECUTION\_AMD9\_FFT\_A320

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Amendment No. 9

This Amendment No. 9 (this “**Amendment**”) is entered into as of May 4, 2020, between Airbus S.A.S., a *société par actions simplifiée* organized and existing under the laws of France, having its registered office located at 2, Rond-Point Emile Dewoitine, 31700 Blagnac, France (the “**Seller**”), and Frontier Airlines, Inc., a corporation organized and existing under the laws of the State of Colorado, United States of America, having its principal corporate offices located at 4545 Airport Way, Denver, Colorado 80239 USA (the “**Buyer**” and, together with the Seller, the “**Parties**”).

WITNESSETH

WHEREAS, the Buyer and the Seller entered into an A320 Family Aircraft Purchase Agreement dated as of September 30, 2011 (as amended, supplemented and modified from time to time prior to the date hereof, the “**Agreement**”); and

WHEREAS, the Buyer requested to defer the Scheduled Delivery Month of certain Aircraft and the Seller agreed thereto pursuant to the terms and conditions of this Amendment; and

WHEREAS, the Buyer and the Seller wish to amend certain terms of the Agreement as provided herein.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE SELLER AND THE BUYER AGREE AS FOLLOWS:

Capitalized terms used herein and not otherwise defined herein will have the meanings assigned to them in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Amendment.

**1. DELIVERY SCHEDULE**

The delivery schedule table set forth in Clause 9.1 of the Agreement is deleted in its entirety and replaced with the delivery schedule table attached hereto as Appendix A.

**2. PREDELIVERY PAYMENTS**

- 2.1 Clause 5.3.2(b) of the Agreement is hereby amended by adding the parenthetical "(assuming PW1127G-JM for A320 Incremental Aircraft and PW1133G-JM for A321 Incremental Aircraft)" immediately after "Pb = the Base Price of the Incremental Aircraft".
- 2.2 Clause 5.3.2(c) of the Agreement is hereby amended by replacing "(assuming CFM LEAP-1A32)" with "(assuming PW1133G-JM)".
- 2.3 Solely with respect to Aircraft that are not subject to that certain Amended and Restated Assignment and Assumption Agreement dated March 19, 2020 among the Buyer, the Seller and Vertical Horizons, Ltd., as a result of the changes made to the Agreement pursuant to Paragraphs 1, 2.1 and 2.2 of this Amendment and in accordance with Clause 5.3.3 of the Agreement, the Buyer shall pay to the Seller on or before May 6, 2020 Predelivery Payments in an amount totaling to

**Redacted**

**3. DEFINITION CLAUSE, PROGRAM UPDATE, SPECIAL BUYER RIGHT AND OTHER MATTERS**

- 3.1 Clause 0 of the Agreement is hereby amended by replacing "June 2020 Notice" with "December 2020 Notice," which shall be added in its alphabetical order.
- 3.2 Paragraph 9 of Amendment No. 7 to the Agreement is hereby amended by replacing "April 30, 2020" with "October 30, 2020".
- 3.3 Paragraph 13 of Amendment No. 7 to the Agreement is hereby amended by replacing "June 30<sup>th</sup>, 2020" with "December 31<sup>st</sup>, 2020" and, replacing in each instance of its use, "June 2020 Notice" with "December 2020 Notice".
- 3.4 Paragraph 13 of Amendment No. 7 to the Agreement is hereby amended by adding the following sentence to the end of the Paragraph: "Furthermore, following receipt by the Seller of the December 2020 Notice, the Seller will promptly provide to the Buyer via written notice the Scheduled Delivery Month of each A320 Incremental Aircraft resulting from such December 2020 Notice, which for each such A320 Incremental Aircraft shall be a calendar month within the Scheduled Delivery Quarter, as revised by this Amendment, for such A321 XLR Aircraft."

#### **4. SELLER PRICE REVISION FORMULA**

- 4.1 Paragraph 6.1 of the Second Amended and Restated Letter Agreement No. 2, dated as of October 9, 2019, is hereby amended by replacing "December 2021" with "June 2022".
- 4.2 Paragraphs 6.2(a) and 6.2(b) of the Second Amended and Restated Letter Agreement No. 2, dated as of October 9, 2019, are each hereby amended by replacing "December 2026" with "June 2027".
- 4.3 Paragraph 6.4 of the Second Amended and Restated Letter Agreement No. 2, dated as of October 9, 2019, is hereby amended by replacing "September 2026" with "March 2027".

#### **5. EFFECT OF AMENDMENT**

The Agreement will be deemed amended to the extent herein provided, and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms. This Amendment contains the entire agreement between the Buyer and the Seller with respect to the subject matter hereof and supersedes any previous understandings, commitments, or representations whatsoever, whether oral or written, related to the subject matter of this Amendment.

Both parties agree that this Amendment will constitute an integral, non-severable part of the Agreement and will be governed by its provisions, except that if the Agreement and this Amendment have specific provisions that are inconsistent, the specific provisions contained in this Amendment will govern.

#### **6. MISCELLANEOUS**

This Amendment is subject to the provisions of Clauses 21, 22.6 and 22.11 of the Agreement.

#### **7. COUNTERPARTS**

This Amendment may be signed by the Parties in counterparts, which when signed and delivered will each be an original and together constitute but one and the same instrument. Counterparts may be delivered in original, faxed or emailed form, with originals to be delivered in due course.




IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their respective duly authorized officers or agents as of the day and year first above written.

Airbus S.A.S.

By: \_\_\_\_\_  
Name:  
Title:

Frontier Airlines, Inc.

By:  \_\_\_\_\_  
Name: HOWARD DIAMOND  
Title: GENERAL COUNSEL

CT9905340\_EXECUTION\_AMDN\_FFL\_AJ20

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their respective duly authorized officers or agents as of the day and year first above written.

Airbus S.A.S.

By:   
Name: Benoit de Saint-Eupéry  
Title: Senior Vice President  
Contracts

Frontier Airlines, Inc.

By: \_\_\_\_\_  
Name:  
Title:

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## Appendix A to Amendment No. 9

Delivery Schedule Table

Aircraft Rank	CACID	Aircraft Type	Scheduled Delivery	
			Month/Quarter	Year
1	10005437	A320 Aircraft	September	2016
2	10023498	A320 Aircraft	September	2017
3	10005439	A320 Aircraft	October	2016
4	10005440	A320 Aircraft	November	2016
5	10005441	A320 Aircraft	December	2016
6	10005442	A320 Aircraft	January	2017
7	10005443	A320 Aircraft	February	2017
8	10005444	A320 Aircraft	March	2017
9	10005445	A320 Aircraft	April	2017
10	10005446	A320 Aircraft	May	2017
11	10005447	A320 Aircraft	August	2017
12	10005448	A320 Aircraft	August	2017
13	10005449	A320 Aircraft	September	2017
14	10005450	A320 Aircraft	October	2017
15	10005451	A320 Aircraft	November	2017
16	10005452	A320 Aircraft	January	2018
17	10005453	A320 Aircraft	February	2018
18	10005454	A320 Aircraft	March	2018
19	10005455	A320 Aircraft	March	2018
20	10005456	A320 Aircraft	April	2018
21	10005457	A320 Aircraft	May	2018
22	10005458	A320 Aircraft	June	2018
23	10005459	A320 Aircraft	June	2018
24	10005460	A320 Aircraft	July	2018
25	10005461	A320 Aircraft	July	2018
26	10005462	A320 Aircraft	August	2018
27	10005463	A320 Aircraft	October	2018
28	10005464	A320 Aircraft	November	2018
29	10005465	A320 Aircraft	December	2018
30	10005466	A320 Aircraft	October	2018
31	10005467	A320 Aircraft	December	2018
32	10005468	A320 Aircraft	January	2019
33	10005469	A320 Aircraft	February	2019
34	10005470	A320 Aircraft	February	2019

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Aircraft Rank	CACID	Aircraft Type	Scheduled Delivery	
35	10005471	A320 Aircraft	March	2019
36	10005472	A320 Aircraft	March	2019
37	10005473	A320 Aircraft	April	2019
38	10005474	A320 Aircraft	May	2019
39	10005475	A320 Aircraft	June	2019
40	10005476	A320 Aircraft	June	2019
41	10005477	A320 Aircraft	July	2019
42	10005478	A320 Aircraft	August	2019
43	10005479	A320 Aircraft	September	2019
44	10005480	A320 Aircraft	September	2019
45	10005481	A320 Aircraft	October	2019
46	10005482	A320 Aircraft	November	2019
47	10005483	A320 Aircraft	November	2019
48	10005484	A320 Aircraft	December	2019
49	10005485	A320 Aircraft	December	2019
50	10005486	A320 Aircraft	February	2020
51	10005487	A320 Aircraft	February	2020
52	10005488	A320 Aircraft	July	2020
53	10005489	A320 Aircraft	July	2020
54	10005490	A320 Aircraft	March	2020
55	10005491	A320 Aircraft	July	2020
56	10005492	A320 Aircraft	January	2021
57	10005493	A320 Aircraft	September	2020
58	10005494	A320 Aircraft	February	2021
59	10005495	A320 Aircraft	November	2020
60	10005496	A320 Aircraft	December	2020
61	10005497	A320 Aircraft	February	2021
62	10005498	A320 Aircraft	March	2021
63	10005499	A320 Aircraft	March	2021
64	10005500	A320 Aircraft	March	2021
65	10005501	A320 Aircraft	March	2021
66	10005502	A320 Aircraft	May	2021
67	10005503	A320 Aircraft	June	2021
68	10005504	A320 Aircraft	June	2021
69	10005505	A320 Aircraft	August	2021
70	10005506	A320 Aircraft	September	2021
71	10005507	A320 Aircraft	September	2021
72	10005508	A320 Aircraft	November	2021
73	10005509	A320 Aircraft	December	2021

# Redacted

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Aircraft Rank	CACID	Aircraft Type	Scheduled Delivery	
Redacted				
80	10005516	A320 Aircraft	December	2021

Redacted

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Aircraft Rank	CACID	Aircraft Type	Scheduled Delivery
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**Redacted**

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Aircraft Rank	CACID	Aircraft Type	Scheduled Delivery
Redacted			

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Aircraft Rank	CACID	Aircraft Type	Scheduled Delivery
Redacted			

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